

**VOLUNTARY CLEANUP CONTRACT
17-5753-NRP**

**IN THE MATTER OF
CONESTEE MILLS, GREENVILLE COUNTY
and
AV REAL ESTATE FUND, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and AV Real Estate Fund, LLC with respect to the Property located at Spanco Drive at Conestee Road, Conestee, South Carolina. The Property includes a total of approximately 9.356 acres identified by Greenville County Tax Map Serial Numbers 0422000100300 (3 acres) and 0423000101001 (Tract A, 1.247 acres and Tract B, 5.109 acres), as further described in Appendix B. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of February 23, 2017 and amendments thereto, by AV Real Estate Fund, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.
 - A. "AV" means AV Real Estate Fund, LLC.
 - B. "Beneficiaries" means AV's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
 - C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
 - D. "Contract" means this Voluntary Cleanup Contract.
 - E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
 - F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
 - G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract and amendments thereto attached as

Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of AV or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Lemuel Alston	Post Revolutionary War Land Grant
Vardry McBee	1815-1862
Grady Hawthorne, and Perry	1862-18__
Grady Ashmore and Company	18__-18__

James Ashmore and J. A. David	18__-1875
Reedy River Mfg. Co.	1875-1909
W.E. Beatie and Assoc.(Conestee Mills)	1909-19__
Blackington Mills	19__ to 1954
Wyandotte Worsted Co.	1954-1973
UPD, Inc	1972-1973
Standard Textile Mills, Inc	1973-1978
J&B Associates	1978-1985
H. J. Brand, Inc	1985 to Present

B. Property and Surrounding Areas: The Property is bounded generally to the north by the Reedy River, to the east by Conestee Road followed by undeveloped wooded property, residential property and commercial property (warehouses), to the south by Conestee Road and commercial properties, and to the west by the Lake Conestee Dam (LCD), and the Lake Conestee Nature Park.

The Property was first developed in 1820 as a paper mill following the construction of a dam on the Reedy River in 1812 at the location of the current LCD. The paper mill operated until 1862 when operations were converted to cotton textile production. Cotton textiles were manufactured until the mid-1950's, followed by yarn production until the mid-1970's, and then twill and cotton textiles production until the mill closed in 1978. Sanborn Maps identify the following structures on TMS 0423000101001 Tract B : dye houses, ice house, transformer yard, buried gasoline tank, boiler house, and a machine shop, as well as various mill buildings (for weaving, carding, spinning and picking), warehouses, a general store, and office buildings. Structures identified in a 1928 Sanborn Map on the western portion of TMS 0423000101001 (generally Tract A as defined in Appendix B) include the following: repair shop, oil house, lumber shed, warehouse and waste house. A 1961 Sanborn Map identifies sand beds and filters and a coagulation

tank believed to be part of a water treatment system to treat water drawn from Lake Conestee prior to its use in mill operations.

Currently, seven mill buildings are still present on TMS 0423000101001. An abandoned 500-gallon heating oil above ground storage tank that reportedly has not been in use since 1997 is present west of Building 4. Floor drains are present in the basement floors of Buildings 8 and 9 adjacent to the Reedy River. A pump for the wastewater treatment system is located east of Building 9. Reportedly, this pump was used to pump wastewater from three belowground sumps to wastewater treatment units located on Tract A, the western portion of TMS 0423000101001. Components of the wastewater treatment system are still present on Tract A and consist of a coagulation basin and two settling basins. The LCD forms the western wall of these settling basins. Former filtration basins are also located on Tract A on the south side of the LCD. Reportedly, water was drawn from Lake Conestee and filtered in the filtration basins before being used for mill operations.

The portion of the Property identified by TMS #0422000100300 (Vacant Parcel) is located south of the Mill Parcel on the other side of Spanco Drive. The 1928 Sanborn Map and other historical records indicate that residences were present on this parcel prior to 1951. This parcel may have been used as recreational fields during operation of the mill. Reportedly, a small portion of the Vacant Parcel may have been used for storage of vehicle trailers and construction debris.

From approximately 1985 to the present, the current owner has used the Property for the storage and distribution of large rolls of fabric.

- C. Investigations / Reports: A limited Phase II Environmental Site Assessment was conducted on the northern parcel of the Property in 2007 (ECS, December 10, 2007). During this investigation, soil samples were collected from three locations

at depths ranging from 4.5 to 8.5 feet below land surface. Arsenic and petroleum related contaminants were detected in the soil sample collected at a location east of the main mill building from 8.5 feet below land surface. No groundwater samples were collected due to auger refusal.

In September 2016, samples were collected from material within the former water treatment structures located adjacent to the LCD. The water treatment structures are partially on the Property, and partially on adjacent property owned by the Conestee Foundation. The samples were collected from the portions of these structures that are within adjacent property owned by the Conestee Foundation. Polynuclear aromatic hydrocarbons (PAHs) were detected in material within these structures at concentrations that are above levels acceptable for unrestricted use. PAHs, a Polychlorinated Biphenyl (PCB), and arsenic were detected at concentrations that are above levels acceptable for unrestricted use in sediments that have seeped through the LCD and into these structures.

D. Applicant Identification: AV is a State of ^{Delaware} ~~South Carolina~~ limited liability company ^{AV LLC} ~~AV LLC~~ with its principal place of business located at, 201 Riverplace, Suite 500, Greenville, South Carolina, 29601.

E. Proposed Redevelopment: AV plans to acquire the Property and redevelop it with residential apartments, studios, a hotel and a brewery/restaurant.

CERTIFICATIONS

3. AV has certified upon application that: 1) AV is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to existing contamination on the Site or pose significant

human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. AV agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by AV, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by AV, or its designee in accordance with the schedule provided in the initial Work Plan. AV acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. AV agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, AV may seek an amendment of this Contract to clarify its further responsibilities. AV shall perform all actions required by this Contract, and any related actions of AV's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). AV shall identify and obtain the applicable permits before beginning any action.

- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for

Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of AV's consulting firm(s), analytical laboratories, and AV's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
 - b). AV shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify AV in writing of approvals or deficiencies in the Work Plan.
- 8). AV, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). AV shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). AV shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). AV shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums,

bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. AV shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). AV shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.

Mill Parcel (Tract B of TMS 0423000101001)

- a). Abandoned 500-gallon heating oil aboveground storage tank (AST) located on the west side of Building 4.
- b). AV shall investigate the former process wastewater system components including floor drains, pipelines, and pump housing to identify the presence

of any remaining material. Any material remaining in the process wastewater system shall be characterized for removal and disposal, removed to the extent feasible, and properly disposed of in accordance with applicable regulations. Prior to future use of the property, all components of the process wastewater system, including floor drains, trenches, and pipelines shall be closed in accordance with a Department approved plan and in a manner to prevent access to or releases from the process wastewater system.

Water Treatment Parcel (Tract A of TMS 0423000101001)

- c). AV shall characterize material in each of the filtration basins and settling basins and the coagulation tank. The depth and volume of material within each structure and the type of flooring within each structure shall be identified. A minimum of one (1) composite sample shall be collected of the material within each filtration basin and the coagulation tank. Two (2) composite samples shall be collected from within each of the two larger settling basins. Samples shall be analyzed for TAL metals and TCL SVOCs, PCBs and Pesticides.
 - d). AV shall sample a deposit of fine-grained sediment that appears to have seeped through the LCD to the eastern side of the former water treatment unit located closest to the Reedy River. AV shall search the surrounding area to identify locations of any other deposits of this material and shall report the location and approximate quantity of any deposits identified. A minimum of one additional sample shall be collected from another location if other locations are identified. Each sample shall be analyzed for TCL SVOCs, Pesticides and PCBs, and TAL metals.
- 2). AV shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, AV shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). AV shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. AV shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). AV shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). AV shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to AV, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). AV shall collect and analyze a minimum of forty-two (42) soil samples from twenty-one (21) locations on the Property. Unless otherwise specified below, AV shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

Mill Parcel (Tract B of TMS 0423000101001)

- a). Two locations in the vicinity of the former dye houses and ice house;
- b). Adjacent to the building pad west of Building 9;

- c). In the approximate location of the former transformer yard shown on the 1961 Sanborn Map;
- d). In the vicinity of the former underground storage tank that was located west of Building 6;
- e). At two locations in the vicinity of the former boiler house that was located east of Buildings 8 and 9;
- f). On the northeast side of the wastewater treatment system pump and subsurface sumps located east of Building 9. The subsurface soil sample shall target a depth at the base of the sumps;
- g). Two (2) composite surface soil samples shall be collected from the bank of the Reedy River east of Building 9;
- h). Two (2) soil samples shall be collected from beneath the AST after its removal and proper disposal.

Vacant Parcel

- i). Six locations evenly spaced across the Southern Parcel.

Water Treatment Parcel (Tract A of TMS 0423000101001)

- j). One location between the concrete supports for a former aboveground storage tank west of the coagulation tank;
 - k). One location south of the filtration basins;
 - l). One location east of the smaller of the two settling basins.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. The surface and subsurface soil samples collected from the former transformer yard area and adjacent to the wastewater treatment system pump shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). AV shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of four (4) monitoring wells to be installed with the well screen across the water table. The monitoring wells shall be installed at the following locations:
 - a). The central portion of the southern parcel (TMS # 0422000100300);
 - b). In the vicinity of the former UST noted on the 1928 Sanborn map;
 - c). West of the former settling basins in the vicinity of former dye houses;
 - a). Near the wastewater system pump east of Building 9;
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, and TCL VOCs and SVOCs. In addition, the well located near the former dye houses shall be analyzed for the full EPA-TAL (includes cyanide), hexavalent chromium, nitrate, and the full EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Assess surface water and sediment quality:

- 1). AV shall collect and analyze two (2) sediment and two (2) water samples from the Property. The samples shall be collected as:
 - a). One (1) sediment and one (1) corresponding water sample from upstream of the former Dye House/Building 9; and
 - b). One (1) sediment and one (1) corresponding water sample from the eastern side of Building 9.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals and TCL VOCs and SVOCs. Sediment samples shall also be analyzed for PCBs.

- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012, as amended), based on consumption of either “water and organisms” or “organisms only” as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

H. Evaluate and control potential impacts to indoor air:

- 1). AV shall evaluate potential impacts to indoor air if the Department determines based on the results of the sampling set forth above that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER “Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air” dated June 2015 and supplemental EPA guidance (EPA Vapor Intrusion Guidance). The Department’s decision will be constrained towards predicting exposures consistent with residential or commercial use, as applicable, and with the existing building construction, or that proposed to be built, as applicable.
- 2). If required, AV shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, AV’s evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at

screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.

- c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on EPA Vapor Intrusion Guidance.
- d). For existing buildings, AV's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- e). Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.
- f). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
- g). Indoor air quality results shall be compared to the current EPA RSL Residential Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows

unacceptable exposures inside the building do not result from the subsurface conditions.

- h). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on EPA Vapor Intrusion Guidance.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, AV shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, AV shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.
- 4). The Department may allow AV to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). AV shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:
 - i. AST located west of Building 4;
 - ii. Any material remaining in the process wastewater system shall be removed to the extent feasible. Prior to future use of the property, all

components of the process wastewater system, including floor drains, trenches, and pipelines shall be closed in accordance with a Department approved plan and in a manner to prevent access to or releases from the process wastewater system.

- iii. Material within filtration basins and settling basins.
 - b). AV shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - c). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, AV shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.1.2 below. AV shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). AV shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). AV may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted

in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, AV shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 10 (Declaration of Covenants and Restrictions) of this Contract
 - d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
 - e). Upon completion of any corrective measures, AV shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, AV shall propose a Media Management Plan. The Media Management Plan shall address management of

contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.

- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). AV shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). AV shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

5. AV shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). AV agrees that the Health and Safety Plan is submitted to the Department only for informational

purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by AV.

USE OF TRACT A

6. AV and its Beneficiaries shall not construct any buildings or other permanent structures on Tract A of the Property as defined in Appendix B until a final plan for stabilizing the LCD is approved by the Department and AV obtains written acknowledgement from the Department that proposed construction will not interfere with the LCD stabilization plans or access to the LCD. Some activities on Tract A that may be acceptable only after environmental characterization of the Property is complete in accordance with Paragraph 4 of this Contract, and only in accordance with Department approved plans, include constructing retaining walls, constructing terraces, addition of fill, and landscaping. In addition, removal of existing structures may only occur in accordance with a Department approved plan demonstrating that such activities will not jeopardize the integrity of the LCD.

PUBLIC PARTICIPATION

7. AV and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by AV.
 - B. AV shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by AV Real Estate Fund, LLC under Voluntary Cleanup Contract 17-5753-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of AV. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). AV shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). AV agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). AV shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, AV shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

8. AV shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of Work Plan approval and semi-annually thereafter.

- A. The updates may be in summary letter format, but should include information about:
- 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
- B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

9. AV shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. AV shall implement the interim measures in accordance with a Department-approved plan.

10. DECLARATION OF COVENANTS AND RESTRICTIONS

AV or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to include the following restrictions: AV or its Beneficiaries shall provide reasonable access at mutually-agreed upon times to Tract A as defined in Appendix B to the owner of the LCD and their contractors solely for routine inspection, maintenance, and repair of the LCD, such access to be provided subject to such further terms and conditions as AV and the owner of LCD may agree upon. AV shall provide unlimited access to Tract A in the event the LCD is subject to an emergency order issued by the Department for the

duration of the emergency event precipitating such order. AV or its Beneficiaries shall agree to additional restrictions if Contamination on the Property exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to AV. An authorized representative of AV or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. AV or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. AV or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, AV or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for AV or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). AV or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). AV or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after AV acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. AV or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment

shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

11. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

- A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to AV shall be submitted to AV's designated contact person who as of the effective date of this Contract shall be:

AV by
JAB

James A. Blair | General Counsel, Aviation Ventures, LLC Manager of
AV Real Estate Fund, LLC
201 Riverplace, Suite 500
Greenville, South Carolina, 29601

FINANCIAL REIMBURSEMENT

12. AV or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to AV on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

~~James A. Blair~~ CIO Accounts Payable
AV Real Estate Fund, LLC
201 Riverplace, Suite 500
Greenville, South Carolina, 29601

AV by
JAB

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 17 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 17 herein.

ACCESS TO THE PROPERTY

13. AV and its Beneficiaries agree to allow access to the Property as follows:

- A. AV and its Beneficiaries agree the Department has an irrevocable right of access to the Property for environmental response matters after AV acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.
- B. AV and its Beneficiaries agree to provide reasonable access at mutually-agreed upon times to Tract A as defined in Appendix B to the owner of the LCD and their contractors solely for routine inspection, maintenance, and repair of the LCD, such access to be provided subject to such further terms and conditions as AV and the owner of LCD may agree upon. AV shall provide unlimited access to Tract A in the event the LCD is subject to an emergency order issued by the Department for the duration of the emergency event precipitating such order.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

14. A Certificate of Completion shall be issued to AV or its Beneficiaries for the Property under this Contract as follows:

- A. AV or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that AV or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that AV or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if AV or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

15. AV or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. AV shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

16. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, AV, and its Beneficiaries as set forth below. The

following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. AV or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. AV and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, AV or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, AV or its Beneficiaries shall provide written notification to the Department identifying

the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

17. AV, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide AV or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in AV's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of AV or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by AV or its Beneficiaries;

- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by AV or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by AV or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of AV's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should AV or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by AV or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of AV or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party

who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

18. AV and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue AV and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by AV or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by AV or its Beneficiaries. The Department retains all rights under State and Federal laws to compel AV and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by AV or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

19. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than AV and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than AV and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY AV

20. AV retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. AV and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, AV and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

21. AV and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by AV or its Beneficiaries. AV and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY AV AND ITS BENEFICIARIES

22. In consideration of the protections from the Department under this Contract, AV and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

23. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

AV REAL ESTATE FUND, LLC

BY:

DATE:

Aviation Ventures, LLC

[Signature]

2/27/17

By: Erik C. Weir, Manager

Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

AV Real Estate Fund, LLC

February 23, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name AV Real Estate Fund, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Aviation Ventures, LLC by James A. Blair Managing Member/Gener. Counsel jblair@wcmglobalwealth.com

Name Title Email

201 Riverplace, Suite 500 864-270-1704

Address Phone1 Phone2

Greenville South Carolina 29601

City State Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

Same as above

Street address Suite Number

City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

RECEIVED
MAR 03 2017
SITE ASSESSMENT, REMEDIATION & REVITALIZATION

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Delaware (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name
Aviation Ventures, LLC (Erik C. Weir Sole Member)

Name

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address Spanco Drive at Conestee Road, Conestee, South Carolina

b. County Greenville

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____
(town/city)

10. List any Companies or Site names by which the Property is known

Conestee Mill

H.J. Brand, Inc.

11. Total Size of Property Covered by this Contract 8.109 Acres

12. How many parcels comprise the Property? 2

13. Current Zoning (general description)

PD, Planned Development; Established to encourage innovative and creative design of residential and commercial developments, to permit a great amount of flexibility by removing some of the restrictions of conventional zoning. Mixed use required. Minimum site size = 5 acres.

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

One approximately 1,000-gallon heating oil above-ground tank that has been out of service since 1997. The tank will be removed during site development.

II. Property Information

9. Location

a. Physical Address Spanco Drive, Conestee, South Carolina

b. County Greenville

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____
(town/city)

10. List any Companies or Site names by which the Property is known

Conestee Mill

H.J. Brand, Inc.

11. Total Size of Property Covered by this Contract 1.247 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

PD, Planned Development; Established to encourage innovative and creative design of residential and commercial developments, to permit a great amount of flexibility by removing some of the restrictions of conventional zoning. Mixed use required.

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 0422000100300
b. Acreage 3
c. Current Owner Hyman J & Janet Brand
d. Owner Mailing Address P.O. Box 66
Conestee, SC 29636
e. Contact Person for Access Richard Greer
f. Access Person's Phone # 864-270-1704
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 0423000101001
b. Acreage 5.109
c. Current Owner H.J. Brand, Inc.
d. Owner Mailing Address P.O. Box 66
Conestee, SC 29636
e. Contact Person for Access Richard Greer
f. Access Person's Phone # 864-270-1704
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☒ In operation: nature of the
business Textile Storage

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# TBD
b. Acreage 1.247
c. Current Owner H.J. Brand, Inc.
d. Owner Mailing Address P.O. Box 66
Conestee, SC 29636
e. Contact Person for Access Richard Greer
f. Access Person's Phone # 864-270-1704
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1978
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Residential apartments, hotel, studios, and brewery/restaurant

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 25
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ unknown

20. a. Will there be intangible benefits from this redevelopment such as:

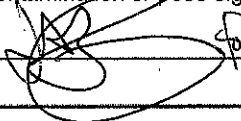
- ☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other Unknown at this time

- b. Please Describe:

21. Anticipated date of closing or acquiring title to the property on or before 03 / 07 / 2017

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

 for Jonathan Vertrees, LLC (manager)
Signature(s)

IV. Project Management And Financial Viability (Co-Entitles, refer to instruction sheet)

23. Environmental Consulting Firm

- ☐ None as of this application date

EnviroSouth, Inc.

Company

3440 Augusta Road	Greenville	South Carolina	29605
Address	City	State	Zip
Thomas F. Donn	908	864-236-9010	
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2 email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2 email

24. Legal Counsel (Optional)

Firm

Attorney

Phone 1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip


26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (*Check Box If applicable*)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

 for Jonathan Ventres, LLC (Manager)

Signature(s)

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by EnviroSouth, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (*check one*)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☐ The Following reports are attached:

Report Date

Report Name

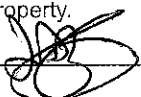
Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☒ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

 for Jonathan Ventres, LLC (Manager)

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

3 Acre Parcel
0422000100300

BOOK 1784 PAGE 355 ✓

Grantees' Address: Post Office Box 66, Conestee, South Carolina 29636

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TITLE TO REAL ESTATE

AUG 27 1998

KNOW ALL MEN BY THESE PRESENTS, that

JULY 6, 1998
REGISTER OF DEEDS

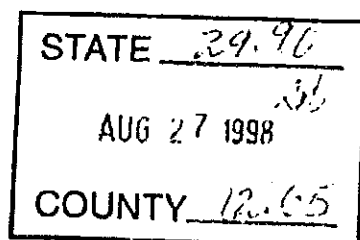
H. J. BRAND, Inc., a corporation duly organized and existing under the laws of the State of South Carolina, with its principal place of business in Conestee, South Carolina, in consideration of Eleven Thousand Two Hundred Eighty Five and no/100 (\$11,285.00) Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto

HYMAN J. BRAND and JANET A. BRAND, their heirs and assigns forever:

ALL that piece, parcel, or lot of land in the County of Greenville, State of South Carolina, consisting of 3.012 acres, more or less, in Conestee, and having, according to a plat by Dalton & Neves Co., dated March 1978, Revision July 1989, captioned "Property of J& B Associates," the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeastern intersection of Main Street and S.C. State Road S-1912 (Mauldin Road) and thence with the northern side of S.C. State Road S-1912 (Mauldin Road), as follows: S 87-51 E 133.5 feet to a point and thence continuing S 88-20 E 242.4 feet to a point at the corner of property now or formerly belonging to Robert J. Porterala; thence with the line of that property, N 30-03 E 404.8 feet to a point on the southern side of Main Street; thence with the southern side of Main Street, N 62-33W 201.5 feet to a point in the curvature of Main Street; thence with the curvature of Main Street, S 77-51 W 33.15 feet to a point on the southeastern side of Main Street; thence with the southeastern side of Main Street the following courses and distances: S 40-18 W 97 feet to a point, thence S 42-04 W 375.2 to a point, thence S 35-36 W 49.7 feet to a point, and thence S 37-38 W 39.5 feet to the point of beginning.

- 155 - 422 - 1 - 5



71813

0-27 2935

1000

Being a portion of the property conveyed to H. J. Brand, Inc. by H. J. Brand by deed dated December 9, 1985, recorded in the R.M.C. Office for Greenville County, South Carolina, Deeds Book 1255, Page 42, on December 10, 1985, and all of the property conveyed to H. J. Brand, Inc. by Charles B. Simmons, Jr., as Master in Equity for Greenville County, South Carolina, dated March 29, 1990, recorded in said R.M.C. Office in Deeds Book 1394, Page 316, on March 30, 1990. See also the deed of H. J. Brand to H. J. Brand, Inc., dated March 29, 1990, recorded in said R.M.C. Office in Deeds Book 1394, Page 318, on March 30, 1990.

This conveyance is subject to all easements, rights-of-way, zoning ordinances, reservations, conditions, restrictive or protective covenants, roadways, or governmental regulations affecting the property.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the grantees, their heirs and assigns, forever.

AND, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantees and their heirs and assigns against the grantor and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be affixed hereto and this instrument to be signed and subscribed by its duly authorized officers this 24th day of August, 1998.

SIGNED, SEALED, AND
DELIVERED IN THE
PRESENCE OF

James H. Hightower
John L. Smith

H. J. BRAND, INC. (SEAL)

By: *Hyman J. Brand*
Hyman J. Brand, President

Janet A. Brand
Janet A Brand, Secretary

STATE OF SOUTH CAROLINA }
 }
 COUNTY OF GREENVILLE }

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor, H. J. BRAND, INC., by its duly authorized officers, sign, seal, and as its act and deed deliver the within deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 24th

day of August 1998.

Jennifer S. High (SEAL)
 Notary Public for South Carolina

My commission expires: My Commission Expires
 December 17, 2006

J. L. High

FILED FOR RECORD IN GREENVILLE
 COUNTY SC R.O.D. OFFICE AT 02:42 PM
 08/27/98 RECORDED IN DEED
 BOOK 1784 PAGE 0355
 DOC # 98071813

Judy A. High

5 Acre Parcel
0423000101001

GRANTEE'S ADDRESS: P. O. Box 66
Conestee, SC 29636

STATE OF SOUTH CAROLINA) FILED
GREENVILLE CO., S.C.
COUNTY OF GREENVILLE)

BOOK 1255 PAGE 42
LIMITED WARRANTY DEED

DEC 10 3 00 PM '85

KNOW ALL MEN BY THESE PRESENTS, that H. J. Brand, in consideration of Thirty-seven Thousand Five Hundred Twenty-six and 17/100 (\$37,526.17) Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto H. J. Brand, Inc., its successors and assigns, forever:

-15-(155)422-1-41 422-1-10 & 10.1

ALL that parcel or tract of land with the buildings and improvements thereon, situate, lying and being on both sides of Reedy River in and near the Village of Conestee, about eight miles south of the City of Greenville, in Greenville County, South Carolina, including the tract on which the Blackinton Mills and Conestee Lake are located and which tract is shown by a plat made by Dalton & Neves, Engineers, February 1946 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book P, at Page 9, and also Lots 152, 154 and 155 and a strip adjacent to Lot 155, all of which is shown on a plat of Conestee, South Carolina, made by R.E. Dalton, Engineer, December 1943, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book K, at page 276, and all of said property is more particularly shown by a plat of property of Blackinton Mills, Inc., made by Dalton & Neves, Engineers, February 1954, and according to said plat having the following metes and

bounds, to-wit:
BEGINNING at an iron pin on the southwest side of Main Street in the Village of Conestee, said pin being the point where the southwest side of Main Street intersects with the southeast side of Third Street, and running thence along the southwest side of Main Street, S. 65-39 E. 109.3 feet to an iron pin on the southwest side of Main Street at the intersection of the Mauldin Road; thence along Mauldin Road N. 37-32 E. 284.8 feet to a point near the bridge over Reedy River; thence continuing across Reedy River N. 27-32 E. 299 feet to a point in the Mauldin Road; thence still with Mauldin Road N. 23-15 E. 215 feet to a point in said Road; thence N. 60-37 W. 981 feet passing through a white oak to an iron pin at the high water line of Conestee Lake; thence following the high water line along Conestee Lake, the traverse lines being as follows: N. 11-13 E. 338 feet to an iron pin; N. 9-40 E. 146.3 feet to an iron pin; N. 54-15 E. 214.8 feet to an iron pin; N. 67-43 E. 271.5 feet to a pine; N. 13-38 E. 43.6 feet to a pine; N. 23-38 E. 68.8 feet to a post oak; N. 5-07 W. 53 feet to a pine; N. 25-30 W. 122.5 feet to an iron pin, Ruby S. Willimon corner; N. 50-10 W. 235 feet; N. 41-0 W. 170 feet; N. 62-49 W. 213 feet; N. 72-08 W. 105 feet; N. 63-49 W. 154 feet; N. 84-05 W. 136 feet; S. 83-26 W. 248 feet; N. 47-31 W. 39 feet; S. 72-04 W. 275 feet; S. 61-54 W. 140 feet; N. 68-26 W. 172 feet; N. 56-16 W.

128 feet; N. 29-48 E. 181 feet; N. 16-35 E. 234 feet; N. 10-23 E. 386 feet; N. 19-12 W. 220 feet; S. 89-0 W. 242 feet; S. 83-13 W. 266 feet; N. 21-47 W. 149 feet; N. 15-43 E. 315 feet; N. 16-33 E. 250 feet; N. 18-05 E. 102 feet; N. 28-25 E. 117 feet; N. 47-02 W. 407 feet; N. 70-52 W. 105 feet; N. 57-07 W. 189 feet; S. 51-51 W. 364 feet; S. 56-32 W. 256 feet; S. 48-57 W. 174 feet; S. 64-13 W. 84 feet; N. 33-42 W. 176 feet; N. 22-18 E. 150 feet; N. 27-48 E. 112 feet; N. 11-45 E. 218 feet, and N. 6-07 W. 175 feet to a dead pine tree on the east side of Reedy River in the high water line of Conestee Lake; thence S. 9-37 W. 347.8 feet to a point in Reedy River; thence S. 38-0 W. crossing Reedy River 194 feet to a point at the high water line of Conestee Lake on the west side of Reedy River; thence following the high water line along Conestee Lake, the traverse lines being as follows: S. 43-50 W. 171.8 feet; S. 15-40

W. 118.9 feet; S. 8-20 W. 435 feet to an iron pin, corner of Henderson property; N. 57-30 E. 719 feet to an iron pin; N. 76-47 E. 201 feet to an iron pin; N. 83-08 E. 148 feet to an iron pin; N. 58-0 E. 131 feet to an iron pin; S. 81-0 E. 167 feet to an iron pin; S. 53-47 E. 85 feet to an iron pin; S. 23-0 W. 271 feet to an iron pin; N. 54 W. 134 feet to an iron pin; N. 84-54 W. 156 feet to an iron pin; S. 74-52 W. 92 feet to an iron pin; S. 4-03 W. 117 feet to an iron pin; S. 3-57 E. 140 feet to an iron pin; S. 33-35 W. 373 feet to an iron pin; S. 12-34 W. 222 feet to an iron pin; S. 21-46 W. 354 feet; S. 51-0 W. 113 feet; S. 27-46 W. 113 feet; S. 35-26 W. 111 feet; S. 69-53 W. 198 feet; S. 21-13 W. 166 feet; S. 4-02 E. 142 feet; S. 5-25 E. 384 feet; S. 51-40 E. 171 feet; and S. 68-0 E. 103 feet to an iron pin in Henderson line in the high water line of Conestee Lake; thence leaving Conestee Lake, S. 1-00 W. 100 feet to an iron pin; thence N. 85-40 E. 432 feet to an iron pin; thence N. 86-05 E. 395 feet to an iron pin; thence N. 26-39 E. 435 feet to an iron pin; thence S. 81-17 E. 210 feet to an iron pin; thence S. 48-30 E. 238 feet to an iron pin; thence S. 36-05 E. 230 feet to an iron pin; thence N. 73-45 E. 272 feet to an iron pin; thence S. 7-33 W. 635 feet to an iron pin; thence S. 57-03 E. 235 feet to an iron pin; thence S. 28-10 W. 214 feet to an iron pin; thence S. 2-35 W. 365 feet to an iron pin; thence S. 9-30 E. 200 feet to an iron pin; thence S. 2-0 W. 315 feet to an iron pin; thence S. 36-0 E. 368 feet to an iron pin, joint corner of Lots 28 and 29; thence N. 40 E. 81.6 feet along line of Lot 29; thence N. 65-0 E. 165.4 feet along the line of lots 30 and 31 to an iron pin; thence N. 40-04 E. 374 feet to an iron pin, corner of Lot 32; thence N. 50-15 E. 118.8 feet along the line of Lot 32; thence S. 48-25 E. along the line of Lot 32, 90 feet to an iron pin on the northwest side of Main Street; thence crossing Main Street, S. 60-32 E. 50.8 feet to a bend in Main Street; thence along the southeast side of Main Street S. 40-18 W. 97 feet to an iron pin; thence continuing along the southeast side of Main Street,

S. 41-06 W. 372.5 feet to an iron pin at the point where the southeast side of Main Street intersects with the Northeast side of Second Avenue; thence along the northeast side of Second Avenue S. 46-37 E. 198.9 feet to an iron pin; thence continuing along the northeast side of Second Avenue S. 46-52 E. 149.7 feet to an iron pin; thence along the rear line of Lots 131, 132, 133 and 134, N. 42-11 E. 347 feet to an iron pin; thence along the northeast edge of Lot 134, S. 56-17 E. 161.7 feet to an iron pin on the northwest side of Third Street; thence along the northwest side of Third Street N. 27-50 E. 43.8 feet to an iron pin; thence continuing along the northwest side of Third Street, N. 28-18 E. 197 feet to a point at the intersection of Third Street and Main Street; thence across Main Street S. 47-57 E. 32.5 feet to the beginning corner.

ALSO: All that piece, parcel or lot of land, situate, lying and being in School District 6-D, Greenville County, South Carolina, and being known and designated as Lot 153 of Conestee as shown by a plat thereof, made by R. E. Dalton, Engineer, dated December, 1943, recorded in the R.M. C. Office for Greenville County, S.C., in Plat Book K, at Page 276, and having according to a recent survey made by R. E. Dalton, Engineer, February 1954, the following metes and bound to-wit:

BEGINNING at an iron pin on the southeast side of Fourth Street at the northern corner of Lot 116 and running thence S. 54-49 E. 150 feet along Lot 116 to an iron pin; thence S. 35-11 W. 220 feet along the line of Lots 116 and 115 to an iron pin; thence S. 41-45 W. 33.3 feet to an iron pin in the line of Lots 114 and 112; thence S. 51-13 E. 89 feet along the rear line of Lot 112 to an iron pin; joint corner of Lots 112, 110 and 109; thence N. 38-47 E. 383 feet along the line of Lots 109, 108, 107 and property now or formerly of W. M. Shelton and Henry P. Willimon to an iron pin in the line of Lot 120; thence N. 59-17 W. 34.4 feet to an iron pin, corner of Lot 120; thence N. 29-54 E. 158.9 feet to an iron pin on the southwest side of Main Street; thence along the southwest side of Main Street N. 60-06 W. 25 feet to an iron pin, corner of Lot 119; thence S. 29-54 W. 158.6 feet along Lot 119 to an iron pin; thence N. 59-17 W. 50.4 feet to an iron pin in the line of Lots 117 and 119; thence S. 35-11 W. 90 feet along the line of Lot 117 to an iron pin; thence N. 54-49 W. along the line of Lot 117, 150 feet to an iron pin on the southeast side of Fourth Street; thence along the southeast side of Fourth Street, S. 35-11 W. 25 feet, more or less, to the beginning corner.

ALSO: The right, privilege and easement to go in and upon the tract of land situate in Gantt Township, Greenville County, South Carolina, belonging to Henry P. Willimon, bounded on the northwest by property of Blackinton Mills, Inc., on the northeast by Reedy River and on the south and southwest by property of Henry P. Willimon, and to construct and maintain upon and through said premises a four-inch water pipe line with necessary connections and other apparatus incident thereto, all of the same having been conveyed to Blackinton Mills by deed of Henry P. Willimon dated June 10, 1953, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 480, at Page 37.

ALSO: The right, privilege and easement to go in and upon the tract of land situate on the northeast side of Reedy River, on the southeast side of Conestee Road and on the northwest side of Laurel Creek, in Gantt Township, Greenville County, S.C., belonging to Riley Pendergrass, with the right to construct and maintain in, upon and through said premises a four-inch water pipe line with necessary connections and other apparatus incident thereto, with the further right, privilege and easement to construct and maintain in, upon and through said premises a roadway 20 feet in width for the purpose of ingress and egress to and from the pumping station located on the northwest side of Laurel Creek to the Conestee Road; with the further right to construct and maintain in, upon and through said premises an electrical power line with the necessary poles, wires, conduits and other apparatus incident thereto for the purpose of transmitting power by electricity; and with the further right to construct and maintain in and upon said premises a water pump, pump house, intake crib and catch basin with the necessary apparatus used in conveying water from Laurel Creek to the property of Blackinton Mills, Inc.; together with the further right and privilege to take from Laurel Creek all available water, said rights, privileges and easements being the same that were granted Blackinton Mills, Inc. by deed of Riley Pendergrass dated July 18, 1953, recorded in the R.M.C. Office for Greenville County, S.C., in Deed Book 482, at Page 432.

ALSO: Any and all overflow rights and easements which the grantor may have heretofore acquired as owner of the property covered by Conestee Lake.

LESS: However, that portion of land heretofore deeded to Mascoe Systems Corporation, and less that portion known as the right of way for Highway 107, sometimes called the Mauldin Road, and any and all rights acquired by the condemning authority arising from the taking of land with respect to the construction of South Carolina Highway 107.

This being the same property conveyed to the Grantor herein by deed of J & B Associates, a general partnership under the laws of the State of South Carolina, dated July 29, 1985, and recorded in the R.M.C. Office for Greenville County in Deed Book 1255 at Page 37 on Dec. 10, 1985.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's successors or assigns, forever. And, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the grantee and the grantee's successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof against any claims arising from acts of the grantor during its tenure, excepting only this conveyance to the extent that it may be considered an illegal subdivision.

IN WITNESS WHEREOF, the Grantor herein, has affixed his hand and seal this
9th day of December, 1985.

Signed, sealed and delivered in the
 presence of:

G. A. Mumma
Mary D. Southwick

H. J. Brand
 H. J. Brand

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw
 the within named H. J. Brand sign, seal and as his act and deed deliver the
 within written deed and that (s)he with the other subscribing witness, witnessed
 the execution thereof.

SWORN to before me this 9th day)
 of December, 1985.)
Mary D. Southwick (IS)
 Notary Public for South Carolina
 My commission expires: 1-22-91

G. A. Mumma

19526

RECORDED DEC 10 1985 at 3:00 P/M

APPENDIX B

Survey of TMS# 0423000101001 Tracts A and B

